

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Paul Delva,	)	Case No.: 2:22-cv-06384-MWF-E
)	
Plaintiff(s),	)	Assigned to the Hon. Michael F. Fitzgerald
)	
v.)	
	)	[PROPOSED] ORDER RE:
	)	STIPULATION FOR PROTECTIVE
	)	ORDER REGARDING
	)	PRODUCTION OF
City of Burbank, Burbank Police	)	CONFIDENTIAL DOCUMENTS,
Department Officer Eion McDonald,	)	ITEMS, AND INFORMATION
Serial No. 15550, Burbank Police)	
Department Officer Harry Markey,)	
Serial No. 13208, and Does 1-10,)	
)	
Defendant(s).	)	Complaint Filed: September 7, 2022
	)	Trial Date: TBD
	)	Scheduling Conf.: TBD

PROTECTIVE ORDER

In the course of discovery in this proceeding, Plaintiff and Defendants, referred to as the “designated parties,” will produce or receive certain valuable confidential and proprietary information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (hereafter “this Order”).

1 The parties acknowledge that this Order does not confer blanket protections on all
2 disclosures or responses to discovery and that the protection it affords from public
3 disclosure and use extends only to the limited information or items that are entitled
4 to confidential treatment under the applicable legal principles.

5 **I. GOOD CAUSE STATEMENT**

6 Limiting disclosure of these documents to the context of this litigation as
7 provided herein will, accordingly, further important law enforcement objections
8 and interests, including the safety of personnel and the public, as well as individual
9 privacy rights of plaintiffs, the individual defendants, and third parties. Further,
10 the order will protect the privacy rights and HIPPA rights of parties in this matter.

11 Such confidential materials and information consist of, among other
12 things, materials entitled to privileges and/or protections under the following:
13 United States Constitution, First Amendment; the California Constitution, Article
14 I, Section 1; California *Penal Code* §§ 832.5, 832.7 and 832.8; California *Evidence*
15 *Code* §§ 1040 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health
16 Insurance Portability and Accountability Act of 1996 (HIPPA); the right to privacy;
17 decisional law relating to such provisions; and information otherwise generally
18 unavailable to the public, or which may be privileged or otherwise protected from
19 disclosure under state or federal statutes, court rules, case decisions, or common
20 law. Defendants also contend that such confidential materials and information
21 consist of materials entitled to the Official Information Privilege.

22 Confidential information with respect to the Defendants may include but is
23 not limited to: personnel files; internal investigative files and documents; email and
24 written correspondence records; police department policies and procedures that are
25 kept from the public in the ordinary course of business, as well as other information
26 that is not generally available to the public and is subject to the Official Information
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1 Privilege and other privileges. Confidential information including City and
 2 private personal financial records; email and written correspondence records;
 3 video footage and/or photographs of the incident; private information related to
 4 non-parties, and psychological and medical notes, evaluations, reports, and
 5 treatment plans.

6 The designated parties intend that this information be kept confidential and
 7 not be used for any purpose of than this litigation.

8 Accordingly, in order to expedite the flow of information, to facilitate the
 9 prompt resolution of disputes over confidentiality of discovery materials, to
 10 adequately protect information the parties are entitled to keep confidential, to
 11 ensure that the parties are permitted reasonable necessary uses of such material in
 12 connection with this action, to address their handling of such material at the end of
 13 the litigation, and to serve the ends of justice, a protective order for such
 14 information is justified in this matter. The parties shall not designate any
 15 information/documents as confidential without a good faith belief that such
 16 information/documents have been maintained in a confidential, non-public manner,
 17 and that there is good cause or a compelling reason why it should not be part of the
 18 public record of this case.
 19

20 **I. DEFINITIONS**

21 3.1. Action: The instant action: *Paul Delva v. City of Burbak, et al.*, Case
 22 No. 2:22-cv-06384- MWF (E).
 23

24 3.2. Challenging Party: A Party or Non-Party that challenges the
 25 designation of information or items under this Order.

26 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
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1 how it is generated, stored, or maintained) or tangible things that qualify for
2 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
3 the Good Cause Statement.

4 3.4. Counsel: Any Outside Counsel of Record and House Counsel (as well
5 as their support staff).

6 3.5. Designating Party: A Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL.”

9 3.6. Disclosure of Discovery Material: All items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery in this matter.

13 3.7. Expert: A person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve
15 as an expert witness or as a consultant in this Action.

16 3.8. House Counsel: Attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel, if any.

19 3.9. Non-Party: Any natural person, partnership, corporation, association, or
20 other legal entity not named as a Party to this action.

21 3.10. Outside Counsel of Record: Attorneys who are not employees of a party
22 to this Action but are retained to represent or advise a party to this Action and have
23 appeared/will appear in this Action on behalf of that party or are affiliated with a law
24 firm which has appeared on behalf of that party and includes support staff.
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1 3.11. Party: Any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and as applicable, Outside Counsel of
3 Record (and their support staff).

4 3.12. Producing Party: A Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 3.13. Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 3.14. Protected Material: Any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 3.15. Receiving Party: A Party that receives Disclosure or Discovery
13 Material from a Producing Party.

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15 **II. SCOPE**

16 The protections conferred by this Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, duplicates, excerpts, summaries, or compilations of
19 Protected Material; and (3) any deposition testimony, conversations, or presentations
20 by Parties or their Counsel that reveal Protected Material, other than during a court
21 hearing or at trial.

22 Any use of Protected Material during a court hearing or at trial shall be
23 governed by the orders of the presiding judge. This Order does not govern the use
24 of Protected Material during a court hearing or at trial.
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1 **III. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
6 or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 **IV. DESIGNATING PROTECTED MATERIAL**

11 **6.1 Exercise of Restraint and Care in Designating Material for Protection.**

12 Each Party or Non-Party that designates information or items for protection
13 under this Order must take care to limit any such designation to specific material
14 that qualifies under the appropriate standards. The Designating Party must designate
15 for protection only those parts of material, documents, items, or oral or written
16 communications that qualify so that other portions of the material, documents, items,
17 or communications for which protection is not warranted are not swept unjustifiably
18 within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating
23 Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.
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1 6.2 Manner and Timing of Designations. Except as otherwise provided in this
2 Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic documents,
8 but excluding transcripts of depositions), that the Producing Party affix at a
9 minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL
10 legend”), to each page that contains protected material. If only a portion or portions
11 of the material on a page qualifies for protection, the Producing Party also must
12 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
13 margins).
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15 A Party or Non-Party that makes original documents available for inspection
16 need not designate them for protection until after the inspecting Party has indicated
17 which documents it would like copied and produced. During the inspection and
18 before the designation, all of the material made available for inspection shall be
19 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
20 documents it wants copied and produced, the Producing Party must determine
21 which documents, or portions thereof, qualify for protection under this Order.
22 Then, before producing the specified documents, the Producing Party must affix
23 the “CONFIDENTIAL legend” to each page that contains Protected Material. If
24 only a portion or portions of the material on a page qualifies for protection, the
25 Producing Party also must clearly identify the protected portion(s) (e.g., by making
26 appropriate markings in the margins).
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1 (b) For testimony given in depositions that the Designating Party identifies
2 on the record, before the close of the deposition as protected testimony.
3 Confidential photographs, video or audio footage taken at a deposition may not
4 be used for any purpose other than litigating this lawsuit. The parties agree to
5 refrain from directly or indirectly disclosing or publicly disseminating confidential
6 deposition testimony, and/or photographs, video or audio footage obtained through
7 the course of discovery or otherwise, specifically including, but not limited to, print
8 and online media organizations, or any other internet posting or social media. If
9 any party intends to use such materials for any purpose other than litigating this
10 lawsuit, the party seeking public disclosure must first seek approval from the Court.
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12 (c) For information produced in some form other than documentary and for
13 any other tangible items, that the Producing Party affix in a prominent place on the
14 exterior of the container or containers in which the information is stored the legend
15 “CONFIDENTIAL.” If only a portion or portions of the information warrants
16 protection, the Producing Party, to the extent practicable, shall identify the
17 protected portion(s).
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19 (d) The legend “CONFIDENTIAL” shall be affixed to documents and other
20 tangible items in a manner that does not obscure the information contained
21 thereon.

22 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such material.
25 Upon timely correction of a designation, the Receiving Party must make reasonable
26 efforts to assure that the material is treated in accordance with the provisions of this
27 Order.
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1 **V. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 7.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 7.3 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the Designating
11 Party has waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it is
13 entitled under the Producing Party's designation until the Court rules on the
14 challenge.
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16 **VI. ACCESS TO AND USE OF PROTECTED MATERIAL**

17 8.1 Basic Principles. A Receiving Party may use Protected Material that is
18 disclosed or produced by another Party or by a Non-Party in connection with this
19 Action only for prosecuting, defending, or attempting to settle this Action. Such
20 Protected Material may be disclosed only to the categories of persons and under the
21 conditions described in this Order. When the Action has been terminated, a
22 Receiving Party must comply with the provisions of Section 14 below.
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24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons
26 authorized under this Order.
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1 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
2 ordered by the court or permitted in writing by the Designating Party, a Receiving
3 Party may disclose any information or item designated “CONFIDENTIAL” only to:

4 (a) The Receiving Party’s Outside Counsel of Record in this Action, if any,
5 as well as employees of said Outside Counsel of Record to whom it is reasonably
6 necessary to disclose the information for this Action;

7 (b) The officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) The court and its personnel;

13 (e) Court reporters and their staff;

14 (f) Professional jury or trial consultants, mock jurors, and Professional
15 Vendors to whom disclosure is reasonably necessary for this Action and who have
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) The author or recipient of a document containing the information or
18 a custodian or other person who otherwise possessed or knew the information;

19 (h) During their depositions, witnesses, and attorneys for witnesses, in the
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
21 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
22 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
23 confidential information unless they sign the “Acknowledgment and Agreement
24 to Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating
25 Party or ordered by the court. Pages of transcribed deposition testimony or
26 exhibits to depositions that reveal Protected Material may be separately bound
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1 by the court reporter and may not be disclosed to anyone except as permitted
2 under this Protective Order; and

3 (i) Any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 **VII. PROTECTED MATERIAL AND SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation
8 that compels disclosure of any information or items designated in this Action as
9 “CONFIDENTIAL,” that Party must:

10 (a) Promptly notify in writing the Designating Party. Such notification
11 shall include a copy of the subpoena or court order unless prohibited by law;

12 (b) Promptly notify in writing the party who caused the subpoena or order
13 to issue in the other litigation that some or all of the material covered by the
14 subpoena or order is subject to this Protective Order. Such notification shall include
15 a copy of this Protective Order; and

16 (c) Cooperate with respect to all reasonable procedures sought to be
17 pursued by the Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with
19 the subpoena or court order shall not produce any information designated in this
20 action as “CONFIDENTIAL” before a determination by the court from which the
21 subpoena or order issued, unless the Party has obtained the Designating Party’s
22 permission, or unless otherwise required by the law or court order. The Designating
23 Party shall bear the burden and expense of seeking protection in that court of its
24 confidential material and nothing in these provisions should be construed as
25 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
26 directive from another court.
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**VIII. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non- Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) Promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) Make the information requested available for inspection by the Non- Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party

1 may produce the Non-Party's confidential information responsive to the discovery
2 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
3 not produce any information in its possession or control that is subject to the
4 confidentiality agreement with the Non-Party before a determination by the court
5 unless otherwise required by the law or court order. Absent a court order to the
6 contrary, the Non-Party shall bear the burden and expense of seeking protection in
7 this court of its Protected Material.

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9 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Protective Order, the Receiving Party must immediately (a) notify in writing the
13 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
14 all unauthorized copies of the Protected Material, (c) inform the person or persons
15 to whom unauthorized disclosures were made of all the terms of this Order,
16 and (d) request such person or persons to execute the "Acknowledgment and
17 Agreement to Be Bound" that is attached hereto as Exhibit A.

18 **XII. INADVERTANT PRODUCTION OF PRIVILEGED OR**
19 **OTHERWISE PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection,
22 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
24 procedure may be established in an e-discovery order that provides for production
25 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
26 (e), insofar as the parties reach an agreement on the effect of disclosure of a
27 communication or information covered by the attorney-client privilege or work
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1 product protection, the parties may incorporate their agreement into this Protective
2 Order.

3 **XIII. MISCELLANEOUS**

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
5 person to seek its modification by the Court in the future.

6 13.2 Right to Assert Other Objections. No Party waives any right it
7 otherwise would have to object to disclosing or producing any information or item
8 on any ground not addressed in this Protective Order. Similarly, no Party waives
9 any right to object on any ground to use in evidence of any of the material covered
10 by this Protective Order.

11 13.3 Filing Protected Material. A Party that seeks to file under seal any
12 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
13 orders of the assigned District Judge and Magistrate Judge. If a Party's request to
14 file Protected Material under seal is denied by the court, then the Receiving Party
15 may file the information in the public record unless otherwise instructed by the
16 court.

17 **XIV. FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in Section 5, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts,
22 compilations, summaries, and any other format reproducing or capturing any
23 of the Protected Material. Whether the Protected Material is returned or destroyed,
24 the Receiving Party must submit a written certification to the Producing Party (and,
25 if not the same person or entity, to the Designating Party) by the 60 day deadline
26 that (1) identifies (by category, where appropriate) all the Protected Material
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1 that was returned or destroyed and (2) affirms that the Receiving Party has
2 not retained any copies, abstracts, compilations, summaries or any other format
3 reproducing or capturing any of the Protected Material. Notwithstanding this
4 provision, Counsel is entitled to retain an archival copy of all pleadings, motion
5 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
6 deposition and trial exhibits, expert reports, attorney work product, and consultant
7 and expert work product, even if such materials contain Protected Material. Any
8 such archival copies that contain or constitute Protected Material remain subject to
9 this Protective Order as set forth in Section 5.

10
11 **XV. AGREEMENT**

12 1. This Stipulated Protective Order will apply to all Confidential Information.
13 Confidential information is information (regardless of how it is generated, stored or
14 maintained) or tangible things that qualify for protection under California Code of
15 Civil Procedure. The protections conferred by this Stipulation and Order cover not
16 only Confidential Information (as defined above), but also (1) any information
17 copied or extracted from Confidential Information; (2) all copies, excerpts,
18 summaries, or compilations of Confidential Information; and (3) any testimony,
19 conversations, or presentations by Parties or their Counsel (as defined herein) that
20 might reveal Confidential Information. Any use of Confidential Information at trial
21 shall be governed by the orders of the trial judge. This Order does not govern the use
22 of Confidential Information at trial.

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24 2. Confidential Information will be used by the party to whom it is disclosed
25 only in this action. A designated party will not use any Confidential Information for
26 any business or competitive purposes.
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1 3. Unless otherwise ordered by the court or permitted in writing by the
2 Designating Party, a Receiving Party may only disclose Confidential Information to
3 the following:

4 (a) the Receiving Party's Counsel of Record in this Action, as well as
5 employees of said Counsel of Record to whom it is reasonably necessary to disclose
6 the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) experts (as defined in this Order) of the Receiving Party to whom
10 disclosure is reasonably necessary for this Action and who have signed the
11 "Acknowledgment and Agreement to Be Bound," attached and hereafter referred to
12 as "Exhibit A."

13 (d) the court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed Exhibit A.

18 (g) the author or recipient of a document containing the information or a
19 custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in the
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign Exhibit A; and (2) they will not be permitted to keep
23 any Confidential Information unless they sign Exhibit A, unless otherwise agreed by
24 the Designating Party or ordered by the court. Pages of transcribed deposition
25 testimony or exhibits to depositions that reveal Confidential Information may be
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1 separately bound by the court reporter and may not be disclosed to anyone except as
2 permitted under this Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 4. Counsel to whom Confidential Information is disclosed or produced will be
6 responsible for ensuring that parties and other persons to whom Confidential
7 Information may be disclosed are informed of the terms of this Stipulated Protective
8 Order, but that no one, other than the persons specified in paragraph 3, is informed
9 of the substance of any Confidential Information disclosed or produced. Before
10 disclosing Confidential Information to any other person, counsel will obtain from
11 that person a written agreement to be bound by the terms of this Stipulated Protective
12 Order by securing an executed agreement in the form of Exhibit A.

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14 5. Any document or tangible thing designated as Confidential Information that
15 is identified as an exhibit in connection with testimony given in these proceedings
16 will be marked with the label "Confidential Information," and any testimony
17 concerning the document or thing will also be considered Confidential Information
18 and will be subject to the terms of this Stipulated Protective Order.

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20 6. Counsel who seeks to file with the court clerk Confidential Information in
21 the form of a document, interrogatory answer, deposition transcript, pleading, or
22 other record or tangible item will ask the Court to direct that this Confidential
23 Information be filed under seal, specifically marked as Confidential Information
24 subject to this Stipulated Protective Order, and kept in a safe and secure place and
25 not in files open to public inspection.

26 7. On final disposition of this action, counsel for any party having possession,
27 custody, or control of Confidential Information produced in the course of discovery
28 in this action will promptly return all original documents and tangible items covered

1 by this Order to counsel for the designated party who produced them and will destroy
2 all copies, transcripts, notes, summaries, compilations and extracts which reproduce,
3 capture or contain containing Confidential Information except those marked as
4 exhibits during trial.

5 8. Nothing in this Stipulated Protective Order (a) affects, in any way, the
6 admissibility of any documents, testimony, or other evidence at trial or (b) restricts
7 the use of information obtained from sources other than discovery conducted under
8 the terms of this Stipulated Protective Order.

9 9. This Stipulated Protective Order may be modified by agreement of the
10 parties, subject to approval of the Court
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13 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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15 DATED: 9/27/2022 By: /s/ Charles F. Eick
16 Magistrate Judge Charles F. Eick
17 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Protective Order that was
issued by the United States District Court for the Central District of California on
_____ in the case of *Paul Delva v. City of Burbank, et al.*,
Case No. 2:22-cv-06384- MWF (E). I agree to comply with and to be bound by all
the terms of this Protective Order and I understand and acknowledge that failure to
so comply could expose me to sanctions and punishment in the nature of contempt.
I solemnly promise that I will not disclose in any manner any information or item
that is subject to this Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____